



**Virginia Society of
Certified Public
Accountants**

Virginia Society of CPAs Chapter Agreement

This Chapter Agreement (hereinafter referred to as "Agreement") is executed as an agreement between the Virginia Society of Certified Public Accountants (hereinafter referred to as "VSCPA"), a 501(c)6 not-for-profit professional association organized and operating under the laws of the State of Virginia, and the Chapters of the Virginia Society of Certified Public Accountants Chapters (hereinafter referred to as "Chapter"), separate 501(c)6 not-for-profit professional associations organized and operating under the laws of the State of Virginia, and will become binding on the last date below the signature line when signed by authorized representatives of both parties. The relationship of VSCPA and Chapter to each other is that of independent organizations.

VSCPA Bylaws Requirements:

OF THE VSCPA

3.7 Chapters Local chapters may be established upon approval by the Board of Directors. Membership in the Society or in another state CPA society shall be a prerequisite to chapter membership. A chapter may also establish a non-voting membership category subject to approval by the Society's Board of Directors. The fiscal year of each chapter shall conform to the fiscal year of the Society. Chapters shall be self-sustaining and autonomous, and shall not bind the Society, financially or otherwise.

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THIS IS
A
GOVERNANCE
ISSUE.
THE VSCPA
SHOULD HAVE
NO SAY ON
OUR GOVERNANCE

Purpose of Agreement

- To define a relationship that encourages collaboration, communication, and positive, supportive working organizations;
- To outline opportunities to better achieve mutual goals; and
- To identify how the organizations will collaborate for future leadership success.

VSCPA Responsibilities

VSCPA is committed to the success of the Chapter and will support it with guidelines, tools, platforms and training to assist the Chapter as outlined in this Agreement.

- Provide a leadership connection. VSCPA chair and president will endeavor to visit all chapters at least once each year, and the VSCPA president will reach out to chapter officers additional times throughout each year. VSCPA chapter officers are invited to attend the VSCPA will encourage chapter officer attendance at VSCPA Board meetings, and VSCPA will pay for reasonable travel costs in accordance with the travel guidelines established by the VSCPA and communicated to the Chapter Officers. VSCPA will encourage chapters to nominate candidates for the VSCPA Board of Directors, and send nominations packet to chapter officers annually. VSCPA will provide Chapter with updated copies of all strategic plans, policies and procedures.
- Provide leadership training and outreach. VSCPA will organize a Chapter Leadership Committee each year and schedule quarterly conference calls for chapters. VSCPA will hold one Chapter Leadership Rally each year and reimburse reasonable hotel and mileage costs for up to 2 attendees per chapter in accordance with the travel guidelines established by the VSCPA and communicated to the Chapter Officers. VSCPA will encourage chapter leaders invited to attend annual Leaders' Summit and will pay hotel follow travel policy for Leaders' Summit. VSCPA will offer the Chapter Circle of Excellence Awards to recognize chapters for their important contributions. VSCPA staff will attend chapter meetings, as needed, based on area of expertise. VSCPA will provide chapters quarterly membership reports, including lists of VSCPA members in the chapter area who have not joined the chapter and profiles of demographic breakdowns of the chapter area.

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- Provide communication vehicles. VSCPA will provide an email listserv community in Connect for chapter officers to collaborate, share advice and best practices. VSCPA will maintain an online Chapter Officers Resource Center on www.vscpa.com, including a Chapter Officers Training Manual that can be downloaded. VSCPA will maintain the Connect community library where a Chapter Officers Training Manual can be downloaded. VSCPA will give each chapter its own web page on www.vscpa.com to help promote the chapter, announce events, etc. VSCPA will promote chapters and publish information in bimonthly *Disclosures* magazine. VSCPA will send one recruitment e-mail per year to all members promoting chapter membership. VSCPA will provide e-mail services and other discounts through the Chapter Administrative Services Program (outline of fees and services is attached as Exhibit A). - Fine
- Allow usage of VSCPA intellectual property. During the Term of this Agreement, and on the terms and subject to the conditions hereinafter set forth, VSCPA hereby grants to Chapter the right to use, and Chapter hereby undertakes to use (the "License"),
 - the logos and trademarks of VSCPA (guidelines attached as Exhibit B), including usage of official name "Virginia Society of Certified Public Accountants" and
 - VSCPA membership lists as outlined in this agreement. Once per year, the VSCPA will provide Chapter an Excel file of VSCPA members in the Chapter region and provide quarterly Excel files of new members in the Chapter region. Excel files provided to Chapter will include member name and firm/company mailing address. Due to VSCPA privacy policies, e-mail addresses cannot be included unless members have opted to share them. - Fine

Both VSCPA logos, trademarks and membership lists are hereinafter collectively referred to as "Intellectual Property".

Chapter Responsibilities

Chapter agrees to support, promote, and pursue the goals and objectives set forth by the current strategic plan of VSCPA, and by the policies and procedures of VSCPA.

- Require state CPA society membership. The Chapter will require VSCPA membership or membership in another state CPA society as a pre-requisite for chapter membership for CPAs. The terms and conditions of membership in VSCPA shall be determined exclusively by VSCPA, and shall be set forth in VSCPA's Bylaws. The terms and conditions of membership in Chapter shall be determined exclusively by Chapter, and shall be set forth in Chapter's Bylaws. Chapter shall maintain a copy of its original Chapter Bylaws as well as all bylaw amendments at VSCPA. See Above Newly Provided
- Provide leadership and membership reports. To enhance communications between organizations, Chapter will provide annual leadership and membership reports to VSCPA by May 1 of each year. Information should include newly elected Chapter directors and officers; current number of Chapter members; current roster of Chapter members; annual dues structure and fees; number of meetings/events held annually; and number of CPE hours provided during the year. Please use most up-to-date information — plans for upcoming fiscal year if applicable or records at the end of prior fiscal year.
- Coordinate Government Affairs programs. Due to the critical need to comply with state lobby laws and maintain consistency in message, the Chapter must work with the VSCPA in planning, holding, conducting or performing government affairs efforts within the chapter area.
- Coordinate media relations efforts. The VSCPA encourages Chapter to collaborate on media relations efforts to maximize media impact, promote accurate tracking/measurement and ensure consistency in message. If contacted by the media, Chapter should communicate with the VSCPA. VSCPA can provide talking points, background materials and other assistance in preparing for media interviews. When asked to speak or express views on behalf of the VSCPA, Chapter must follow VSCPA Media Relations Policy as proscribed by the Board of Directors (see Exhibit C).
- Observe policies and style standards in usage of VSCPA intellectual property. During the Term of this Agreement, and on the terms and subject to the conditions hereinafter set forth, the Chapter will observe VSCPA policies and guidelines (see Exhibit B) when using VSCPA intellectual property (i.e. the logos and trademarks of VSCPA as well as VSCPA membership lists provided to Chapter). The Chapter recognizes the VSCPA's intellectual property is one of its most valuable

assets and will actively monitor unauthorized usage. VSCPA membership lists provided to Chapter should be used for recruitment of new members, promoting professional programs and verifying VSCPA membership of chapter members. Other usage of VSCPA membership list is strictly prohibited. In addition, the chapter will provide the most recent copy of the chapter bylaws, which will be subject to VSCPA approval.

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Mutual Responsibilities

- Promote membership. The VSCPA and Chapter will promote membership in both organizations in their communication and marketing efforts for recruitment and retention.
- Offer quality programs. The VSCPA and Chapter shall sponsor and conduct programs and activities that further the purposes and objectives of both organizations, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. Chapter shall use, to the extent possible, materials available through VSCPA in support of such programs and activities.
- Coordinate programs. The VSCPA and Chapter will communicate, on a regular basis, schedules of upcoming meetings, conferences and seminars, as well as other programs and activities that both organizations intend to sponsor or conduct. The Chapter will avoid competing with VSCPA-sponsored programs and activities when possible.
- Encourage collaboration. The VSCPA and Chapter will collaborate and partner on member programs, activities and services when possible. ~~VSCPA will provide e-mail services and other discounts through the Chapter Administrative Services Program (outline of fees and services is attached as Exhibit A).~~ } Providing Lead

Period of Agreement

Both the VSCPA and the Chapter agree to use their best efforts in the performance of this Agreement and the fulfillment of its purposes. This Agreement shall remain in effect for an initial period commencing on the date of execution, and continuing until April 30, ~~2015~~2009. The Agreement shall automatically renew from year to year thereafter, for successive twelve (12) month periods, unless VSCPA gives ninety (90) days written notice to the Chapter OR Chapter provides VSCPA ninety (90) days written notice of its intention to terminate the Agreement.

- Upon termination of this Agreement, by either party for any reason or natural expiration of this Agreement, Chapter's license to use VSCPA Intellectual Property (i.e. official name, logos, trademarks and membership lists) and copyrighted materials shall immediately cease and all rights granted to Chapter shall revert to VSCPA. Chapter shall immediately refrain from further use or reference to the Intellectual Property and may no longer claim any affiliation with VSCPA.
- Upon termination of this Agreement, should Chapter completely dissolve, Chapter agrees that after satisfying all outstanding debts and obligations remaining assets will be distributed according to the Chapter Bylaws.

No term or provision of this Agreement shall be deemed waived or any breach excused, unless such waiver or consent shall be requested in writing and signed by both the VSCPA and Chapter.

Indemnification and Liability.

The VSCPA and Chapter agree to indemnify and hold each other harmless for all claims, liabilities, judgments and costs, including attorneys' fee and court costs, of third persons arising out of the negligent acts, omissions or willful misconduct of each other. Chapter agrees to carry all liability and other insurances that VSCPA may require of Chapter. Since both parties are separate not-for-profit organizations, accordingly, neither VSCPA or Chapter shall have liability for the acts nor omissions of the other nor the authority to make representations on behalf of the other to third parties except as described in this Agreement. As such, neither party shall share in the profits or losses of the other.

Representations and Warranties

Each of the VSCPA and Chapter represent that the undersigned has the right, power and authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein. This Agreement shall be governed by the laws of the State of Virginia. Any dispute arising under the terms of this Agreement shall be adjudicated by binding arbitration with the cost being borne equally by the disputing parties.

Virginia Society of CPAs

VSCPA Chapter

(Signature)

(Signature)

(Print name)

(Print name)

(Title)

(Title)

(Date)

(Date)